IT IS HEREBY ADJUDGED and DECREED that the below described is SO ORDERED.

Dated: February 26, 2017.

TONY M. DAVIS
UNITED STATES BANKRUPTCY JUDGE

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF TEXAS
MIDLAND DIVISION

IN RE:	§	
	§	
TALL CITY WELL SERVICE, LP,	§	CASE NO. 16-70079
	§	(Chapter 11)
Debtor.	§	

ORDER CONFIRMING FIRST AMENDED PLAN OF REORGANIZATION

The Court, having approved Debtor's Disclosure Statement [Dkt #117] on December 22, 2016 under chapter 11 of the Bankruptcy Code and the solicitation procedures set forth therein, considered confirmation of the First Amended Plan of Reorganization (as modified, amended, or supplemented, the "Plan") filed by Tall City Well Service, LP ("Tall City" or the "Debtor") on December 22, 2016. The Court finds that the Debtor complied with the solicitation procedures set forth in the Disclosure Statement and due and proper notice of the January 24, 2017 confirmation hearing (the "Confirmation Hearing") was given to all creditors and interest holders of the Debtor. After considering the Plan, the record of the case, the statements of counsel, the testimony provided at the Confirmation Hearing, applicable law, and for reasons set forth at the hearing and as contained herein, the Court rules as follows.

IT IS HEREBY FOUND AND ORDERED THAT:

1. Confirmation of the Plan. The Plan is CONFIRMED. Each of the provisions of the Plan are hereby approved and incorporated into this Order. Any objections to confirmation of the Plan, to the extent not withdrawn, settled, or otherwise resolved, are overruled for the reasons stated by the Court on the record. The failure specifically to include or reference any particular provision of the Plan in this Confirmation Order shall not diminish or impair the efficacy of such provision, it being the intent of this Court that the Plan be confirmed in its entirety.

2. Exclusive Jurisdiction; Venue; Core Proceeding (28 U.S.C. §§ 157(b)(2) and 1334(a)). This Court has jurisdiction over this Case pursuant to 28 U.S.C. §§ 157 and 1334. Venue is proper pursuant to 28 U.S.C. §§ 1408 and 1409. Confirmation of the Plan is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(L), and this Court has exclusive jurisdiction to determine whether the Plan complies with the applicable provisions of the Bankruptcy Code and whether it should be confirmed.

3. Burden of Proof. The Debtor has met its burden of proving the elements of 11 U.S.C. § 1129(a) and (b) by a preponderance of evidence.

4. Notice. All due, adequate, and sufficient notices of the Plan and of the Confirmation Hearing and of all deadlines for voting on or filing objections to the Plan have been given to all known holders of Claims and Interests in accordance with the Order Approving Disclosure Statement. The Disclosure Statement, the Plan, the ballots, and notice of the Confirmation Hearing were transmitted and served in compliance with the Order Approving Disclosure Statement and the Bankruptcy Rules, and such transmittal and service were adequate

and sufficient. Adequate and sufficient notice of the Confirmation Hearing and the other deadlines described in the Order Approving Disclosure Statement was given in compliance with the Bankruptcy Rules and the Order Approving Disclosure Statement, and no other or further notice is or shall be required.

5. Solicitation. Votes for acceptance or rejection of the Plan were solicited in good faith and complied with 11 U.S.C. §§ 1125 and 1126, Bankruptcy Rules 3017 and 3018, the Disclosure Statement, the Order Approving Disclosure Statement, all other applicable provisions of the Bankruptcy Code, and all other applicable rules, laws, and regulations. The Debtor solicited votes on the Plan in good faith and in compliance with the applicable provisions of the Bankruptcy Code and the Order Approving Disclosure Statement and are entitled to the protections afforded in 11 U.S.C. § 1125(e).

6. Distribution. All procedures used to distribute the Plan and the Disclosure Statement to the applicable holders of Claims and Interests and to tabulate the ballots were fair and were conducted in accordance with the Order Approving Disclosure Statement, the Bankruptcy Code, the Bankruptcy Rules, the local rules of the Bankruptcy Court, and all applicable other rules, laws, and regulations.

7. Modifications and Supplements. The modifications and supplements to the Plan, as filed of record with this Court and/or as announced at the Confirmation Hearing (the "Nonmaterial Modifications"), do not adversely change the treatment of any holder of a Claim or Interest who has not accepted, in writing, the Nonmaterial Modifications. Pursuant to Bankruptcy Rule 3019, the Nonmaterial Modifications shall be deemed accepted by all holders of Claims and Interests who have previously accepted the Plan. The Nonmaterial Modifications do not require additional disclosure under 11 U.S.C. § 1125 or re-solicitation of acceptances or

rejections of the Plan under 11 U.S.C. § 1126, nor do they require that holders of Claims or Interests be afforded an opportunity to change previously cast acceptances or rejections of the Plan.

8. Plan Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(1)). The Plan complies with applicable provisions of the Bankruptcy Code, thereby satisfying 11 U.S.C. §1129(a)(1).

9. Proper Classification (11 U.S.C. §§ 1122, 1123(a)(1)). The Plan designates seven Classes of Claims and Interests. The Claims and Interests placed in each Classes 1, 2, 3, 4, 5, 6, and 7 are substantially similar to other Claims and Interests in each such Class, thereby satisfying the requirements of 11 U.S.C. §§ 1122 and 1123(a)(1). Valid business, factual, and legal reasons exist for separately classifying the various Classes of Claims and Interests created under the Plan, and such Classes and the Plan treatment thereof do not unfairly discriminate between holders of Claims or Interests. The Plan satisfies 11 U.S.C. §§ 1122 and 1123(a)(1).

10. Specify Unimpaired Classes (11 U.S.C. § 1123(a)(2)). The Plan specifies that Class 6 is unimpaired, thereby satisfying 11 U.S.C. § 1123(a)(2).

11. Specify Treatment of Impaired Classes (11 U.S.C. § 1123(a)(3)). The Plan designates Classes 1, 2, 3, 4, and 5 as impaired and specifies the treatment of the Claims and Interests in those Classes, thereby satisfying 11 U.S.C. § 1123(a)(3).

12. No Discrimination (11 U.S.C. § 1123 (a)(4)). Except to the extent a specific Claim or Interest in a Class has agreed to a lesser treatment, the Plan provides for the same treatment for all other Claims or Interests in each respective Class, thereby satisfying 11 U.S.C. § 1123(a)(4).

13. Implementation of Plan (11 U.S.C. § 1123(a)(5)). The Plan provides adequate and proper means for its implementation, thereby satisfying 11 U.S.C. § 1123(a)(5).

14. Non-Voting Equity Securities (11 U.S.C. § 1123(a)(6)). In accordance with 1123(a)(6) of the Bankruptcy Code, the Plan does not provide for the issuance of non-voting equity securities under the Plan. The requirements of 11 U.S.C. § 1123(a)(6) are satisfied.

15. Selection of Officers and Directors (11 U.S.C. § 1123(a)(7)). Joel G. Solis, a debtor under a related Chapter 11 case will serve as the Debtor's majority interest holder. Thus, the requirements of 11 U.S.C. § 1123(a)(7) are satisfied.

16. Future Income of Individual Debtor (11 U.S.C. § 1123(a)(8)). The Debtor is not an individual, and therefore, the requirements of 11 U.S.C. § 1123(a)(8) do not apply to the Case.

17. Additional Plan Provisions (11 U.S.C. § 1123(b)). The Plan's provisions are appropriate and not inconsistent with the applicable provisions of the Bankruptcy Code.

18. Compliance with Bankruptcy Code (11 U.S.C. § 1129(a)(2)). The Debtor has complied with the applicable provisions of the Bankruptcy Code, thereby satisfying 11 U.S.C. § 1129(a)(2), specifically:

(i) The Debtor is a proper proponent of the Plan under 11 U.S.C. § 1121(a).

(ii) The Debtor has complied with the applicable provisions of the Bankruptcy Code, the Bankruptcy Rules, and the Order Approving Disclosure Statement in transmitting the Plan, the Disclosure Statement, the ballots, and related documents and notices and in soliciting and tabulating votes on the Plan.

19. Plan Proposed in Good Faith (11 U.S.C. § 1129(a)(3)). All objections to the Plan have been overruled or otherwise resolved, and the Court finds that the Debtor proposed the Plan

in good faith and not by any means forbidden by law. The Plan represents extensive arms'-length negotiations among the creditors and other parties. As such, the Plan satisfies 11 U.S.C. § 1129(a)(3).

20. Payments for Service or Costs and Expenses (11 U.S.C. § 1129(a)(4)). Any payment made or to be made for services or for costs and expenses in or in connection with the Case, or in connection with the Plan and incident to the Case, has been approved by, or is subject to the approval of, this Court as reasonable, thereby satisfying 11 U.S.C. § 1129(a)(4).

21. Directors, Officers, and Insiders (11 U.S.C. § 1129(a)(5)). The Debtor has complied with 11 U.S.C. § 1129(a)(5). The identity of Joel G. Solis, as the Debtor's majority interest holder and manager has been disclosed.

22. No Rate Changes (11 U.S.C. § 1129(a)(6)). No regulatory commission has any jurisdiction over rates charged by the Debtor. Further, the Plan does not provide for rate changes by the Debtor. Thus, 11 U.S.C. § 1129(a)(6) is not applicable in the Cases.

23. Best Interests of Creditors (11 U.S.C. § 1129(a)(7)). The Plan satisfies 11 U.S.C. § 1129(a)(7). The liquidation analysis in the Disclosure Statement and the evidence at the Confirmation Hearing (i) are persuasive and credible, (ii) have not been controverted by other evidence, and (iii) establish that each holder of an impaired Claim or Interest either has accepted the Plan or will receive or retain under the Plan, on account of such Claim or Interest, property of a value, as of the Effective Date, that is not less than the amount that such holder would receive or retain if the Debtors were liquidated under chapter 7 of the Bankruptcy Code on such date.

24. Acceptance by Certain Classes (11 U.S.C. § 1129(a)(8)). Classes 1, 2, 3, 4, and 5 are Classes of impaired claims that have voted to accept the Plan in accordance with 11 U.S.C. § 1126(c).

25. Treatment of Administrative and Tax Claims (11 U.S.C. § 1129(a)(9)). The treatment of Administrative Claims and Priority Tax Claims set forth in the Plan satisfies the requirements of 11 U.S.C. § 1129(a)(9).

26. Acceptance By Impaired Class (11 U.S.C. § 1129(a)(10)). Classes 1, 2, 3, 4, and 5 voted to accept the Plan. Therefore, at least one Class of Claims or Interests that is impaired under the Plan has accepted the Plan, determined without including any acceptance of the Plan by any insider, thus satisfying the requirements of 11 U.S.C. § 1129(a)(10).

27. Feasibility (11 U.S.C. § 1129(a)(11)). The Debtor has presented uncontroverted evidence and testimony regarding feasibility of the Plan, thus satisfying the requirements of 11 U.S.C. § 1129(a)(11).

28. Payment of Fees (11 U.S.C. § 1129(a)(12)). All fees payable under 28 U.S.C. §1930, as determined by this Court, have been paid or will be paid when due in accordance with the Plan, thus satisfying the requirements of 11 U.S.C. § 1129(a)(12).

29. Continuation of Retirement Benefits (11 U.S.C. § 1129(a)(13)). The Debtor is not obligated to pay any "retiree benefits," as defined in 11 U.S.C. § 1114(a), and 11 U.S.C. § 1129(a)(13) is therefore inapplicable.

30. Payment of Domestic Support Obligations (11 U.S.C. § 1129(a)(14)). The Debtor is not obligated to pay "domestic support obligations," as defined by 11 U.S.C. § 101(14A), and 11 U.S.C. § 1129(a)(14) is therefore inapplicable.

31. Payments of Individual Debts (11 U.S.C. § 1129(a)(15)). The Debtor is not an individual, and 11 U.S.C. § 1129(a)(15) is therefore inapplicable.

32. Transfers of Property (11 U.S.C. § 1129(a)(16)). All transfers of property of the Plan shall be made in accordance with applicable nonbankruptcy law, thus satisfying the requirements of 11 U.S.C. § 1129(a)(16).

33. Fair and Equitable; No Unfair Discrimination (11 U.S.C. § 1129(b)). All impaired Classes accepted the Plan. Notwithstanding the fact that all impaired Classes accepted the Plan, the treatment of Claims set forth in the Plan are fair and equitable and do not unfairly discriminate.

34. Principal Purpose of the Plan (11 U.S.C. § 1129(d)). The principal purpose of the Plan is not the avoidance of taxes or the avoidance of the application of section 5 of the Securities Act of 1933.

35. Satisfaction of Confirmation Requirements. The Plan satisfies the requirements for confirmation set forth in 11 U.S.C. § 1129.

36. Retention of Jurisdiction. This Court may properly retain jurisdiction over matters pertaining to the Plan and the implementation of the Plan pursuant to 11 U.S.C. § 1142, to the maximum extent permissible under 28 U.S.C. §157. For the avoidance of doubt, nothing in the Plan or Confirmation Order is intended to confer jurisdiction upon the Bankruptcy Court where such jurisdiction would not otherwise exist. However, to the extent the Bankruptcy Court possesses jurisdiction, such jurisdiction is retained to the maximum extent permissible by 28 U.S.C. §157. Any party in interest shall have the continuing right to object to this court's jurisdiction over any post-confirmation matter and the entry of this confirmation order shall not operate as an a priori adjudication of the scope of such jurisdiction. The rights of all parties to

object to this Court's continuing jurisdiction are specifically reserved. 40. In the event of any conflict between the terms of the Plan and this Order, the terms of this Order shall govern.

37. Nonmaterial Modifications and Supplements to the Plan. In addition to all Nonmaterial Modifications referenced in paragraph 7 herein, the following Nonmaterial Modifications and Supplements are hereby incorporated into the Plan as if set forth in full therein:

(i) Article 5.1 of the Plan is hereby replaced by this Plan Supplement as follows:

Class 1 is comprised of the senior secured lien claims held by Wells Fargo Bank, N.A. (the "Bank") and Wells Fargo Equipment Finance, Inc. ("WFEF," and collectively with the Bank, "Wells Fargo") in accordance with certain loan documents, including, but not limited to[1]:

Bank Loan Documents

a. That certain Credit Agreement, by and among the Debtor, J.G. Solis, Corporation ("J.G. Solis," together with the Debtor, the "Borrowers") and the Bank, as lender, dated September 13, 2013 (the "Credit Agreement");

b. That certain First Amendment to Credit Agreement, by and among the Borrowers and the Bank, dated June 30, 2014 (the "First Amended Credit Agreement");

c. That certain Term Promissory Note, executed by the Borrowers, in favor of the Bank, dated September 13, 2013, in the original principal sum of $8,704,823.43, advanced pursuant to the Credit Agreement (the "Term Promissory Note");

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[1] The Credit Agreement, each of the Notes, the Loan Schedules, the Security Agreements, the Bank Forbearance Agreement, the WFEF Forbearance Agreement, the Continuing Bank Guaranty, the WFEF Guaranty, each as may have been subsequently amended or modified, and all other related documents executed in connection with the loans from Wells Fargo to the Debtor together constitute the "Indebtedness Documents." The foregoing list of Indebtedness Documents is provided for descriptive purposes only and is not meant to be a comprehensive list of all of the operative Indebtedness Documents. The Debtor remains bound by all of the Indebtedness Documents regardless of whether any such Indebtedness Document has been specifically named and described herein.

d. That certain First Modification to Term Promissory Note, executed by the Borrowers, in favor of the Bank, dated November 16, 2015;

e. That certain Revolving Line of Credit Note, executed by the Borrowers, in favor of the Bank, dated September 13, 2013, in the original principal sum of $4,000,000.00 under a revolving line of credit (the "RLC Note");

f. That certain First Modification to the RLC Note, executed by the Borrowers, in favor of the Bank, dated November 16, 2015, modifying the original principal sum of the RLC Note to be $2,100,000.00;

g. That certain Security Agreement, dated September 13, 2013, executed by the Debtor in favor of the Bank (the "Security Agreement");

h. That certain Security Agreement Immediately Restricted Wells Fargo Bank, National Association Deposit Account, dated November 16, 2015, in favor of the Bank (the "Deposit Account Security Agreement," together, with the Security Agreement, the "Security Agreements");

i. That certain Second Amendment to Credit Agreement and Forbearance, by and among the Borrowers, Joel G. Solis, as Guarantor (the "Guarantor"), and the Bank, dated November 16, 2015 (the "Bank Forbearance Agreement") under which the Borrowers granted the Bank, among other things, second priority liens and security interests in and against all of the Borrowers' assets pledged to WFEF;

j. That certain Continuing Guaranty dated September 13, 2013 executed by Joel G. Solis in favor of Wells Fargo Bank, N.A. (the "Continuing Bank Guaranty").

WFEF Loan Documents

k. That certain Master Loan and Security Agreement, by and between J.G. Solis and WFEF, dated September 12, 2013;

l. That certain Loan Schedule 276596-704, by and between J.G. Solis and WFEF, dated September 12, 2013, in the original principal sum of $1,636,071.14;

m. That certain Loan Schedule 276596-705, by and between J.G. Solis and WFEF, dated December 20, 2013, in the original principal sum of $1,829,964.60;

n. That certain Promissory Note Contract Number 276596-706, executed by J.G. Solis in favor of WFEF, dated April 3, 2014, in the original principal sum of $1,511,805.10, and secured by that certain Security Agreement, executed by the Debtor in favor of WFEF, dated as of April 3, 2014;

o. That certain Loan Schedule 276596-707, executed by J.G. Solis in favor of WFEF, dated October 1, 2014, in the original principal sum of $1,439,843.61, and secured by that certain Security Agreement, executed by the Debtor in favor of WFEF, dated as of April 3, 2014;

p. That certain Promissory Note Contract Number 276596-708, executed by J.G. Solis in favor of WFEF, dated July 14, 2014, in the original principal sum of $2,588,780.61, and secured by that certain Security Agreement, executed by the Debtor in favor of WFEF, dated as of July 14, 2014; and

q. That certain Promissory Note Contract Number 276596-710, by and between J.G. Solis and WFEF, dated April 15, 2015, in the original principal sum of $852,426.29, and secured by that certain Security Agreement, executed by J.G. Solis in favor of WFEF, dated as of April 15, 2015.

r. That certain Amendment and Forbearance Agreement, by and among the Borrowers, the Guarantor, and WFEF (the "WFEF Forbearance Agreement"), under which the Borrowers granted WFEF, among other things, second priority liens and security interests in and against all of the Borrowers' assets pledged to the Bank;

s. That certain Guaranty dated August 4, 2009 executed by Joel G. Solis in favor of Wells Fargo Equipment Finance, Inc. (the "WFEF Guaranty").

Each of the Indebtedness Documents is hereby reinstated and ratified by the Debtor, and incorporated into the Plan by reference as if set forth in full herein, except as such terms are amended as follows:

The Bank and WFEF shall have an Allowed Secured Claim for all purposes under the Plan and the Plan of J.G. Solis in the principal amount of $10,500,000.00 (the "Wells Fargo Claim"). The Wells Fargo Claim shall accrue interest at a non-default rate of 4%, and the Wells Fargo Claim shall mature on the 73rd month after the Effective Date of the Plan. Beginning on the Effective Date of the Plan, the Wells Fargo Claim shall be payable in monthly installments as follows:

(1)	Month 1 – Month 12:	$113,425 per month
(2)	Month 13 – Month 36:	$129,925 per month
(3)	Month 37 – Month 60:	$143,925 per month
(4)	Month 61 – Month 72:	$120,703 per month
(5)	Month 73:	$2,794,820 balloon payment due

The above payments represent the aggregate payments to be made to the Bank and WFEF. Prior to the Effective Date of the Plan, the Bank and WFEF shall provide to the

Borrowers an amortization schedule detailing and allocating the specific monthly payments to be made to the Bank and to WFEF.

The Wells Fargo Claim shall (i) retain and be secured by the same security interests and liens that the Bank and WFEF currently hold in and against the Debtors' assets (including, without limitation, security interests and liens in and against the Collateral (as that term is defined in the Indebtedness Documents)); (ii) be treated as provided above in this Article 5 of the Plan; (iii) not be subject to any objection, defense, claim, counterclaim, or right of setoff, and (iv) not be subject to any avoidance or recovery actions under Sections 502(d), 542, 544, 545, 547, 548, 549, 550, 551 and 553 of the Bankruptcy Code.

The claims held by WFEF are not being paid in full, and the legal, equitable, and contractual rights of the Bank and WFEF are being modified under the Plan. The holders of the Class 1 claims are impaired and therefore are eligible to vote on the Plan.

Subsections (a) and (c) of Section 4.3 of the Credit Agreement are hereby amended to read as follows:

(a) not later than one hundred twenty (120) days after and as of the end of each fiscal year, commencing with the fiscal year ended December 31, 2012, an annual financial statement for Borrowers, on a combined and combining basis, audited by an independent certified public accounting firm acceptable to Bank and certified by authorized officers of Borrowers, to include at least a balance sheet, an income statement, a statement of cash flows, a statement of changes in owners' equity, and a statement of contingent liabilities; *provided* that, with respect to the fiscal year ended December 31, 2016, Borrowers shall be required to provide certified, but not audited, copies of such financials, and within thirty (30) days after filing, but in no event later than each November 1, copies of each Borrowers' filed federal income tax returns for such year;

(c) not later than thirty (30) days after and as of the end of each month, an aged listing of accounts receivable and accounts payable; and immediately upon each request by Bank, a list of the names and addresses of all Borrowers' account debtors;

Section 4.9 of the Credit Agreement is hereby amended to read as follows:

4.9 FINANCIAL CONDITION. Maintain Borrowers' financial condition as follows using GAAP, and used consistently with prior practices (except to the extent modified by the definitions herein):

(a) Fixed Charge Coverage Ratio not less than 1.25 to 1.00 as of the last day of each fiscal month, measured on a trailing twelve-month basis; and

(b) Leverage Ratio not greater than the amounts set forth in the table below as of the last day of each fiscal month, measured on a trailing twelve-month basis:

Months	Leverage Ratio
Months ending March 31, 2017, April 30, 2017, May 31, 2017, June 30, 2017, July 31, 2017, and August 31, 2017	15.00 to 1.00
Months ending September 30, 2017, October 31, 2017, November 30, 2017, December 31, 2017, January 31, 2018, and February 28, 2018	10.00 to 1.00
Months ending March 31, 2018, April 30, 2018, May 31, 2018, June 30, 2018, July 31, 2018, and August 31, 2018	7.00 to 1.00
Months ending September 30, 2018, October 31, 2018, November 30, 2018, December 31, 2018, January 31, 2019, and February 28, 2019	5.00 to 1.00
Months ending March 31, 2019, April 30, 2019, May 31, 2019, June 30, 2019, July 31, 2019, and August 31, 2019	4.50 to 1.00
Months ending September 30, 2019, October 31, 2019, November 30, 2019, December 31, 2019, January 31, 2020, and February 29, 2020	3.50 to 1.00
Months ending March 31, 2020 and all months thereafter	3.00 to 1.00

(c) As used in this Section 4.9, the following terms shall have the following meanings:

"Confirmation Closing Date" means March 1, 2017.

"Distributions" means the sum of (i) non-financed capital expenditures, *plus* (ii) any discretionary distributions or dividends (other than tax distributions), *plus* (iii) any payments on Subordinated Debt.

"EBITDA" means, as of any date and for any applicable period of determination thereof, with respect to Borrowers on a consolidated basis in accordance with GAAP, an amount equal to net profit after tax, *plus*, without duplication and to the extent deducted in calculation of net income for such period, interest expense (net of capitalized interest expense), depreciation expense and amortization expense.

"Fixed Charge Coverage Ratio" means the sum of (i) EBITDA, *minus* (ii) Distributions, *divided* by the sum of (1) cash interest expense, (2) current maturities of long-term debt, and (3) current maturities of capital leases, in each case for the twelve months ending on the date of determination; *provided however*, that to the extent a full trailing twelve month period after the Confirmation Closing Date has not elapsed, for purposes of calculating EBITDA, Distributions, and cash interest expense with respect to the Fixed Charge Coverage Ratio, these amounts shall be annualized as follows: for the (i) first month following the Confirmation Closing Date, the actual amount for such month times twelve (12), (ii) second full month following the Confirmation Closing Date, the actual amount for the first two months following the Confirmation Closing Date times six (6), (iii) third full month following the Confirmation Closing Date, the actual amount for the first full three months following the Confirmation Closing Date times four (4), (iv) fourth full month following the Confirmation Closing Date, the actual amount for the first full four months following the Confirmation Closing Date times three (3), (v) fifth full month following the Confirmation Closing Date, the actual amount for the first full five months following the Confirmation Closing Date times twelve-fifths (12/5), (vi) sixth full month following the Confirmation Closing Date, the actual amount for the first full six months following the Confirmation Closing Date times two (2), (vii) seventh full month following the Confirmation Closing Date, the actual amount for the first full seven months following the Confirmation Closing Date times twelve-sevenths (12/7), (viii) eighth full month following the Confirmation Closing Date, the actual amount for the first eight months following the Confirmation Closing Date times three-seconds (3/2), (ix) ninth full month following the Confirmation Closing Date, the actual amount for the first nine months following the Confirmation Closing Date times four-thirds (4/3), (x) tenth full month following the Confirmation Closing Date, the actual amount for the first full ten months following the Confirmation Closing Date time six-fifths (6/5), and (xi) eleventh full month following the Confirmation Closing Date, the actual amount for the first full eleven months following the Confirmation Closing Date times twelve-elevenths (12/11).

"Leverage Ratio" means Total Liabilities, *divided* by the sum of (i) EBITDA, *minus* (ii) Distributions; *provided however*, that to the extent a full trailing twelve month period after the Confirmation Closing Date has not elapsed, for purposes of calculating EBITDA and Distributions with respect to the Leverage Ratio, these amounts shall be annualized as follows: for the (i) first month following the Confirmation Closing Date, the actual amount for such month times twelve (12), (ii) second full month following the Confirmation Closing Date, the actual amount for the first two months following the Confirmation Closing Date times six (6), (iii) third full month following the Confirmation Closing Date, the actual amount for the first full three months following the Confirmation Closing Date times four (4), (iv) fourth full month following the Confirmation Closing Date, the actual amount for the first full four months following the Confirmation Closing Date times three (3), (v) fifth full month following the Confirmation Closing Date, the actual amount for the first full five months following the Confirmation Closing Date times twelve-fifths (12/5), (vi) sixth full month following the Confirmation Closing Date, the actual amount for the first full six months following the Confirmation Closing Date times two (2), (vii) seventh full month following the Confirmation Closing Date, the actual amount for the first full seven months following the Confirmation Closing Date times twelve-sevenths (12/7), (viii) eighth full month following the Confirmation Closing Date, the actual amount for the first eight months following the Confirmation Closing Date times three-seconds (3/2), (ix) ninth full month following the Confirmation Closing Date, the actual amount for the first nine months following the Confirmation Closing Date times four-thirds (4/3), (x) tenth full month following the Confirmation Closing Date, the actual amount for the first full ten months following the Confirmation Closing Date time six-fifths (6/5), and (xi) eleventh full month following the Confirmation Closing Date, the actual amount for the first full eleven months following the Confirmation Closing Date times twelve-elevenths (12/11).

"Total Liabilities" means the aggregate of all items of indebtedness and liability in accordance with GAAP.

(ii) Article 6 , Class 2, are both supplemented as follows:

In addition to (and notwithstanding) the terms set forth above, the Debtor shall and hereby does reinstate and assume that certain Continuing Guaranty (the "Tall City Guaranty"), dated as of September 12, 2013, executed, delivered, and issued by Tall City Well Service Co., L.P. and currently held by Siemens Financial Services, Inc. with regard to that certain Loan Schedule Number 276596-709 (to and as incorporating the terms of that certain Master Loan and Security Agreement dated as of September 12, 2013, the "Loan"), between the J. G. Solis, Inc. Debtor, as borrower, and Siemens Financial Services, Inc., as lender, pursuant to which the Debtor unconditionally guarantees the full and prompt payment and performance of all of the obligations owed by J. G. Solis Corporation to Siemens Financial Services, Inc. as such obligations are being revised under J. G. Solis Corporation concurrently filed Chapter 11 plan of reorganization. The Tall City Guaranty is incorporated into the Plan by reference as if set forth in full herein. The Debtor's reinstatement and assumption of the Tall City Guaranty shall also be effective and effected under Section 16 of the Plan. Siemens Financial Services, Inc. has consented to the foregoing terms and the reinstatement and assumption of Tall City Guaranty with regard to the Loan.

(iii) Article 7 of the Plan is hereby replaced by this Plan Supplement as follows:

Article 9.1 of the Plan is modified to reflect that the claim held by Midland Central Appraisal District is a secured claim and not an unsecured priority claim. By law it is to be paid within five years from the date the petition for relief was file.

Article 7 of the Plan is hereby replaced by this Plan Supplement as follows:

Class 3 is comprised of the priority secured ad valorem tax claims for two tax claimants for 2016 taxes. Those claims are as follows:

Midland County	$79,664.32
Ector County Appraisal District	$1,378.04

The claims will be paid by the Debtor in full in regular monthly payments beginning on the Effective Date, over a period of five (5) years from the petition date at the statutory interest rate of 12%.

Furthermore, any other provisions of the Plan notwithstanding, the tax claimants shall retain all liens they currently hold, whether for prepetition tax years or for the current tax year, on any property of the debtors until they receive payment in full of all taxes, penalties and interest owed to them under the provisions of this Plan, and their lien position shall not be diminished or primed.

Ad valorem taxes for the 2017 tax year are hereby designated to be post-confirmation debt incurred in the ordinary course of business to be timely paid in the ordinary course without the necessity of the filing of administrative expense claims or requests for payment, and if not so timely paid, will be subject to state court collection procedures without the necessity of further recourse to the bankruptcy court.

(iv) Article 9.1 of the Plan is hereby supplemented as follows:

WFEF shall have an Allowed Unsecured Claim for all purposes under the Plan and the Plan of J.G. Solis in the amount of at least $2,131,978.03, on account of which WFEF shall receive payment of $1,000,000.00 (the "WFEF Deficiency Claim"). The WFEF Deficiency Claim shall carry no interest and shall be paid to WFEF in a lump sum contemporaneously with the Month 73 balloon payment to Wells Fargo as set forth in Section 5.1 of the Plan. In the event the Wells Fargo Claim is paid in full on an earlier date than as provided in Section 5.1 of the Plan, the Borrowers are hereby required to contemporaneously pay the WFEF Deficiency Claim in full.

On or before the Effective Date of the Plan, Virtus Oil Tools, Inc., and Aventus, LLC, shall each execute unsecured guaranty agreements in favor of WFEF to unconditionally and absolutely guaranty the payment and performance of the WFEF Deficiency Claim. The form of the guaranty agreements shall be materially and substantially the same as the form and substance of the WFEF Guaranty.

(v) Th Plan is hereby supplemented as follows:

Except as set forth herein, the Debtor, on the one hand and the Bank and WFEF on the other hand, hereby mutually release and forever discharge each other of and from any and all claims, suits, allegations, causes of action, costs, demands, and liabilities available at common law or in equity, that in each case relate to or are otherwise in any way connected with the Debtor and its lending relationship with the Bank and WFEF, this chapter 11 case, and any of the events leading up to the chapter 11 case, from the beginning of time to immediately prior to the Plan's Effective Date, whether known or unknown, liquidated or unliquidated, fixed or contingent, asserted or unasserted, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, anticipated or unanticipated, which the Debtor, the Bank, and WFEF have, had, or claim to have had or hereafter claims to have against the other by reason of any act or omission occurring prior to the Effective Date of the Plan. Notwithstanding anything to the contrary in the foregoing, the releases set forth above do not release any post-Effective Date obligations of any party under the Plan, the Indebtedness Documents (as modified by the Plan), or any document, instrument, or agreement executed to implement the Plan. Furthermore, the releases set forth above shall not release claims related to any act or omission that is determined in a final order to have constituted actual fraud, willful misconduct, or gross negligence.

END OF ORDER

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